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ABSTRACT

This agreement between the Bucks County Community College and Bucks County Community College Federation of Teachers Local 2238, American Federation of Teachers AFL-CIO covers the years 1973 to 1975. Articles of the agreement cover recognition; fair practices, academic freedom; grievance procedure; renewals and tenure; released time; short-term absences; field trips; professional and educational conferences; personnel file; institutional participation; college calendar; leaves; salary, rank, and promotion; course preparation; benefits; seniority, transfers, and displacement; totality of agreement; agreement against strikes and lockouts; separability; and term of agreement. (MJM)

ED 087340

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AGREEMENT

BETWEEN

BUCKS COUNTY COMMUNITY COLLEGE

AND

BUCKS COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS
Local 2238, American Federation of Teachers
AFL-CIO

1973-1975

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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This Agreement made and entered into this 19th day of Sept. 1973 by and between Bucks County Community College (College), through its Board of Trustees (Board) and the Bucks County Community College Federation of Teachers, Local 2238, American Federation of Teachers, AFL-CIO (Federation).

ARTICLE I. RECOGNITION

A. The Board recognizes the Federation as the sole and exclusive bargaining agent for the following classes of employees (faculty or faculty members) administratively assigned to its Newtown Township Campus:

Professors, Senior Associate Professors, Associate Professors, Assistant Professors, Instructors, Associate Instructors, Librarians, Counselors, including Area Coordinators; and excluding all part-time employees, Department Chairmen, supervisors, first level supervisors, management level employees and confidential employees as defined in Act 195.

B. The Board agrees to deduct annually in twenty-six (26) equal installments from the salaries of faculty members who have a legal and unrevoked written authorization so to do in effect, the regular annual dues of the Federation, and to remit same to the Federation no later than fifteen (15) days after the close of each month that deductions are made, together with a list containing the names of the faculty members from whom the deductions are made and the amount deducted from each. The Federation will forward proper and legal authorization to the College at least thirty (30) days prior to commencement of said deduction.

C. The President of the College and Faculty (President), his designated representative and the representatives of the Federation will meet at least once a month unless waived by both parties for the purpose of discussing matters of educational policy and other matters of mutual concern to either party as well as matters relating to the implementation of this Agreement. At least one week in advance of the scheduled meeting the Federation will submit a proposed agenda of matters it desires to discuss.

D.(1) The Federation, its officers and members, may engage in union activities or hold any meeting on Board property provided that it does not interfere with or interrupt normal College operations or the obligations and duties of faculty members as employees.

(2) The Federation shall have a separate office, furnished as available, assigned to its exclusive use, but the Federation will be responsible for all maintenance and consumable supplies.

E. The College will provide reasonable space upon its bulletin boards for the posting of official Federation notices, which shall include:

(1) Notice of Federation elections, appointments, and results of Federation elections.

(2) Notice of Federation meetings or other appropriate activities. College shall permit Federation use of the inter-office mail service and mail boxes for distribution of official Federation material.

F. Rights of Board. Except as hereinafter specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this Agreement, the Board and its representatives and the Federation and its representatives, shall take no action violative of any provision of this Agreement.

G. A Special Term Contract is issued to a full-time employee who is assigned in place of a faculty member who is on leave of absence or to cover a special situation. Such contracts are issued for a specified period of time, up to and including a full academic year. During the term of the Special Term Contract, the employee shall be entitled to all rights and benefits of this Agreement, except Article V - Renewal & Tenure, and Article XVII - Seniority, Transfer & Displacement. If such employee is appointed to a regular faculty position without a break in service, he shall henceforth be considered in the bargaining unit and his seniority shall date from the original date of continuous employment.

H. Any individual contract between the Board and a faculty member shall be subject to the terms of this Agreement.

ARTICLE II. FAIR PRACTICES

A. The parties shall not discriminate against a faculty member or any applicant for employment because of age, race, creed, color, national origin, sex, marital status, or membership in the Federation (or lack thereof), or activities on behalf of the Federation.

ARTICLE III. ACADEMIC FREEDOM

The College subscribes to the following statement on Academic Freedom:

1. Any faculty member is entitled to freedom of discussion in the classroom, provided the discussion is relevant to the course.

2. Any faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his primary responsibilities.

3. The College faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, or exercises his legal or constitutional rights, he shall be free from institutional censorship or discipline. However, in his extramural utterances he has an obligation not to permit the implication that he is an institutional spokesman.

4. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval. In no case should library materials be excluded because of the race, nationality, or the social, political or religious views of the authors.

ARTICLE IV. GRIEVANCE PROCEDURE

A. A grievance is a complaint:

1. arising out of the interpretation, application or violation of any provision of this Agreement;

2. involving the work situation; or that a practice or policy is improper or unfair; or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy.

Step 1. The grievant and his Department Chairman or immediate supervisor shall make every effort to resolve a grievance informally. The informal solution of a grievance shall not be considered a precedent, or, for other purposes, binding on either party.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievant may, within five (5) working days after the failure to reach a satisfactory resolution, but no later than fifteen (15) working days after the act or condition giving rise to the grievance as specified in D below, submit the grievance in writing to the appropriate Dean or Director. The Dean or Director shall, within ten (10) working days after receipt of the written grievance, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) days notice, communicate his decision in writing to the grievant, the Department Chairman and the President and Vice-President of the Federation.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within five (5) working days after the receipt of the written decision from the Dean or Director, submit a written appeal to the Assistant to the President for Employee Relations. The Assistant to the President for Employee Relations shall, within ten (10) working days after his receipt of the written appeal, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) days notice, communicate his decision in writing to the grievant, the Department Chairman, the Dean or Director, and the President and Vice-President of the Federation.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the Federation (or the College) only may, not sooner than ten (10) working days after receipt of the written decision of the Assistant to the President for Employee Relations, and not later than one (1) day preceding the commencement of the following academic year, call for a prearbitration meeting with the President and thereafter the Federation only may submit the matter to the American Arbitration Association for arbitration under its rules. If the grievance is a matter arising out of the interpretation, application, or violation of any provision of this Agreement, the decision of the arbitrator shall be final and binding upon the parties. The arbitration award, however, shall not modify, change, add to or subtract from any provision of this Agreement. If the grievance is a matter arising under A.2 above, the arbitration award shall be advisory to the President. If the President should fail to implement an advisory arbitration award, the Federation only may appeal the matter to the Board which shall hear the appeal at its next regularly scheduled meeting. The decision of the Board shall control and shall be final.

B. A grievance shall be filed at its appropriate point of origin. All procedures relating to that step shall apply, including the right of appeal.

C. The Federation shall have the right to initiate or appeal a grievance at any step of this procedure.

D. All grievances must be filed in writing no later than fifteen (15) working days after the act, event, or condition giving rise to the grievance. If the act, event, or condition is unknown to the grievant at the time it occurs, the fifteen (15) working day limitation shall commence when the grievant knows or reasonably should have known of the act, event, or condition.

E. The Federation shall have the right to be represented at all formal steps of this grievance procedure.

F. A faculty member may be represented by the Federation at all steps of this grievance procedure.

G. Failure by either party to comply with the time limits specified in this Article, unless extended by mutual agreement of the parties, shall mean the grievance is considered settled by the position or decision of the opposite party last taken; except that failure to communicate a decision within the times specified in Steps 2 and 3, unless mutually extended, shall permit the grievant to proceed to the next step of the procedure.

H. Grievance meetings shall be held at such time and place as not to interfere with class instruction.

I. Arbitration hearings shall be held at a time and place which will afford a fair and reasonable opportunity for all necessary parties, including witnesses, to be present. The parties will cooperate so faculty members whose presence is required at the hearing, including witnesses, may be present without any loss of wages.

J. The arbitrator's fee and that of the American Arbitration Association shall be shared equally by the Federation and the College, but each shall bear its own costs of presenting its case to the arbitrator.

ARTICLE V. RENEWALS & TENURE

A. Renewals:

1. Faculty member contracts shall be for a period of one year. Faculty renewal contracts for the following academic year will be offered no later than March 15. Contract offers must be accepted or refused no later than April 15. Failure of an employee to return a renewal agreement by April 15 shall be deemed a resignation, unless an extension of fifteen (15) calendar days has been requested by the employee. An additional extension shall require a mutual agreement.

2. If a faculty member's contract is not renewed he shall be entitled to the reasons in writing if he so requests. No first year faculty member will be denied a renewal contract except for cause. If the cause is questioned, the matter shall be processed through the grievance procedure except that an appropriate committee of the Board shall replace arbitration as a final and binding step.

3. During and after a faculty member's second year at the College, intent not to renew for the following academic year must be communicated in writing no later than December 15 and only for just cause. If the cause is questioned, the matter shall be processed through the grievance procedure except that an appropriate committee of the Board shall replace arbitration as the final and binding step.

B. Tenure:

1. Tenure requires six (6) years of college level teaching, the last four (4) years of which must be at Bucks County Community College.

2. During the fifth (5th) year of college teaching, the faculty member must be notified in writing by September 15 of (a) intent to award tenure upon successful completion of the sixth year, or (b) probationary consideration under a one year contract. During the sixth (6th) year of probation at the College, the faculty member must be given notice in writing by December 15 of intent not to renew or of the awarding of tenure with the following academic year. Any dispute arising out of the failure to award tenure in the sixth (6th) year shall be processed through the grievance procedure including binding arbitration.

3. Except as provided in Article XVII, tenured faculty shall be denied employment only on the basis of incompetence, physical or mental incapacity, or consistent failure to fulfill the responsibilities of the position.

4. Any dispute arising out of Article V.B.3 shall be processed through the grievance procedure, to and including final and binding arbitration.

ARTICLE VI. RELEASED TIME

A. Released time from teaching duties or compensation commensurate with the task or duties involved shall be granted for college-directed activities and projects of a special nature such as:

1. Inservice training
2. Course curriculum revision or development
3. Institutional research
4. Extra-curricular sponsorship

Any disputes under paragraph A of this Article will be subject to the grievance procedure through Step 3. If the grievance is not satisfactorily resolved in Step 3, the Federation only may appeal the decision to the Board, whose decision shall be final and binding.

B. The President or the Vice-President of the Federation shall have released time of one (1) section per semester.

ARTICLE VII. SHORT-TERM ABSENCES

Following three (3) consecutive days of absence covered by collegial cooperation, the Board shall arrange for coverage of ensuing absences. If faculty members are utilized to cover the ensuing absences, overload rates shall be paid. Faculty members shall suffer no loss in pay for absences covered by collegial cooperation. Absence as a result of emergency shall not require collegial cooperation nor result in loss of pay.

The overload rate for payment shall be:

$18.00 per hour for lecture or classroom

$15.00 per hour for laboratory or studio

$36.00 per day for team sports

ARTICLE VIII. FIELD TRIPS

The Board shall reimburse faculty members for all authorized expenses incurred on field trips conducted for the faculty member's class.

ARTICLE IX. PROFESSIONAL AND EDUCATIONAL CONFERENCES

Present policies covering reimbursement for travel shall continue in effect and be applied in an equitable manner. The parties agree to meet within thirty (30) days for review of present policies regarding travel for professional and educational conferences and, if necessary, establish an ad hoc committee for this purpose.

ARTICLE X. PERSONNEL FILE

A. All information relating to a faculty member shall be kept in an official personnel file.

B. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the official personnel file of such faculty member unless it is signed by the author of such material and only if the faculty member has been given an opportunity to read the material promptly following its receipt or formulation. Any material not so treated shall be given no weight or consideration for any purpose whatsoever and at the faculty member's request shall be removed from the file.

C. A faculty member shall have the right to answer any material now in his file as well as any material filed hereafter, and his answer shall be attached to the file copy.

D. A faculty member shall have the right to examine his file and shall, upon his request, be given copies of any material in his file except for confidential recommendations received in connection with his original appointment at the College.

E. Administrators should place in the faculty member's file information of a positive nature, indicating special competencies, achievements, recognitions, performances or contributions of an academic nature.

F. Material not in the official file may not be used against the faculty member for any purpose.

G. The faculty member may challenge any material in his file through the grievance procedure and, if the challenge is sustained, the material shall be removed from the file.

ARTICLE XI. INSTITUTIONAL PARTICIPATION

The following shall govern institutional participation of the College:

A. The President shall appoint to each of the following committees seven (7) or more members, the majority of whom are to be designated by the Federation and the remainder by the President. Additional members may be appointed by the President after consultation with and mutual agreement with the Advisory Council, acting upon a recommendation of each committee. Each committee shall elect its chairman by majority vote and each member shall have equal voting rights.

The parties agree that they will not interfere in the process of designating original or added membership to committees.

B. There shall be the following standing committees:

1. Committee on Academic Affairs
2. Committee on Academic Performance
3. Committee on Admissions and Financial Aid
4. Committee on Athletics
5. Committee on College Calendar
6. Committee on Community Services
7. Committee on Cultural Affairs
8. Committee on Developmental Education
9. Committee on Institutional Research

10. Committee on Instructional Resources
11. Committee on Student Activities
12. Committee on Collegewide Criteria for Evaluation of Instruction
13. Committee on Curricular Revision

C. The President may establish ad hoc committees as he deems appropriate, or may do so acting upon a recommendation by a committee chairman, or an organization of the college community. Membership on ad hoc committees shall be designated in the same manner as membership on standing committees.

D. There shall be an Advisory Council to the President composed of no more than five (5) persons designated by the Federation and no more than four (4) persons designated by the President. It shall receive for consideration all reports and recommendations of all standing and ad hoc committees. The Council may submit recommendations on the matter but may not amend or modify the committee report. The Council shall take one of the following actions:

1. Refer the report to the President with its own recommendations.

2. Return the report with its own recommendations to the originating committee for further consideration.

Upon receiving the report a second time, the Council shall refer the report and its own recommendations to the President.

E. Upon receiving an initial report from the Advisory Council, the President shall, normally within thirty (30) calendar days, take one of the following actions and so inform the Advisory Council:

1. Implement the recommendations.

2. Forward same to the Board with his recommendations for approval.

3. Return same to the Advisory Council with his written comments for the Council's further consideration.

F. The Advisory Council shall reconsider the report and recommendations and may resubmit same to the President, may modify the report, or may refer the matters to the original committee for further review and action. Upon receipt of such recommendations from the Advisory Council, and within thirty (30) calendar days, the President shall take one of the following actions and so inform the Advisory Council:

1. Implement the recommendations.

2. Forward the recommendations with his written comments to the appropriate committee of the Board, and the Advisory Council. If the comments of the President are negative, the Advisory Council shall have the right to forward written comments to the Board or appoint no more than two (2) advocates to appear before the appropriate Board committee.

G. Contemplated changes in policy matters affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon, that fall within the areas of responsibility of a standing committee, shall be referred first to such committee for consideration under the procedures of this Article. The committees shall respond promptly or as required. Except in cases of urgency, adoption of a policy change will be withheld pending the completion of the procedures of this Article.

H. Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Failure of any committee member to provide active service and attendance may lead to a request for removal from such committee. Faculty members should normally limit their service on a specific committee to two (2) consecutive academic years.

ARTICLE XII. COLLEGE CALENDAR

The College calendar for the academic year shall be printed and made available to the faculty. The faculty shall not be required to be present during student holidays except for two days which may be used for inservice programs. If additional faculty attendance is required during student holidays, faculty members shall receive compensation as provided under Article VI, Released Time.

It is desirable, and expected, but not mandatory, that faculty members be present at faculty meetings or Departmental meetings that may be called on the first weekday prior to the first day of classes of the academic year.

Faculty members who are assigned to conduct a workshop as part of a College inservice day program shall be compensated seventy-five (75) dollars for preparation and presentation and shall receive an additional fifty (50) dollars for a repeated presentation in the same academic year.

ARTICLE XIII. LEAVES

A. Maternity Leave

Upon written request, a faculty member who becomes pregnant shall be granted a leave of absence without pay for a period not to exceed two (2) semesters following the birth of the child. The faculty member must notify the President of the intention to return no later than April 1 for the following fall semester and October 1 for the following spring semester. A leave for this purpose that does not exceed one (1) semester shall not be deemed a break in service and such time shall be calculated as time served with all accrued benefits to which she would have been entitled had she been in regular service of the College, subject to payment of contributions provided for hereafter where necessary. Faculty members on such leave of absence shall be permitted to continue their contributions as well as those of the Board for insurance and other benefits, at no cost to the College. Upon return to the College, after having completed such leave, such faculty member shall be placed on her prior assignment, or as close thereto as possible.

B. Child Care Leave

Unless there is a reasonable basis for denial, the President will grant a faculty member who is a parent a leave of absence without pay for the purpose of child care only. Such leave will be approved for a maximum period of one (1) year at a time. Faculty members on such leave shall be permitted to continue their contributions as well as those of the College for insurance and other benefits, at no cost to the College. Upon return to the College, after having completed such leave, the faculty member shall be placed in his or her prior assignment, or as close thereto as possible.

C. Bereavement

In the event a faculty member suffers a death in his immediate family, he shall receive up to five (5) days leave of absence with pay. "Immediate family" shall be defined as spouse, parent, son, daughter, brother, sister, or any relative residing in the same household as the faculty member.

D. Jury Duty

A leave of absence shall be granted a faculty member called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid.

E. Sabbatical Leave

1. Eligibility:

To qualify as a candidate for sabbatical leave, the faculty member must have completed six (6) years or more of successful continuous full-time service at Bucks County Community College since beginning service or since his/her last sabbatical. Any approved leave of absence during this period will be considered full-time service.

2. Procedure:

Eligible candidates shall make application in the form of a written proposal during the period from October 15 to December 1 of the year preceding the intended leave to the appropriate Dean. The proposal shall set down details of plans, anticipated results, and arrangements including an accounting of any anticipated income to be derived therefrom. The applicants will be notified not later than February 1 of the action taken on their proposal.

A sabbatical leave which will result in increased individual performance or produce academically or socially useful results valuable to the College may be granted.

3. Conditions:

a. No more than two (2%) percent or four (4), whichever is greater, of the faculty of the College may be on sabbatical leave during an academic year.

b. Sabbatical may be one (1) semester or two(2) semesters in duration with total compensation for the period set at one-half (1/2) academic year salary.

c. Subject to reasonable and equitable distribution of selections from professional divisions and academic departments, thereby not adversely affecting the teaching capacity of a subject area, qualified applicants for sabbatical leave will be approved in the order of seniority.

d. A faculty member granted sabbatical leave will be entitled to the benefits he would accrue during the full-time duty. Upon return to the College, after having completed sabbatical, such faculty member shall be placed on his prior assignment, or as close thereto as possible, and shall file with the College a written report of his or her activities and accomplishments during the sabbatical leave.

e. A faculty member who does not return to Bucks County Community College for a period of at least one (1) year after completing his sabbatical leave must reimburse the College for all monies received from it during such leave.

E. Leaves for Service to the Federation

Any faculty member who is elected or appointed to a full-time position with the Federation or its affiliated organization, will upon written application submitted ninety (90) days, but not less than thirty (30) days, prior to the start of the semester, be granted a leave of absence without pay for a period not to exceed two (2) semesters, or not to exceed two (2) years, if elected or appointed to a Federation office of such term.

Upon return to the College, after having completed such service, such faculty member shall be placed on his prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he would have been entitled had he been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

Faculty members on such leaves of absence shall be permitted to continue their contributions, as well as those of the Board, for insurance and other benefits at no cost to the College.

F. Special Leaves

1. Unless there is a reasonable basis for denial, special leaves of absence without pay for full-time faculty members will be approved by the President for one (1) year, which may be renewed for an additional year, for special purposes including acceptance of a fellowship, residency required for an advanced degree, full-time graduate study, or other reason which would be of benefit to both the professional staff member and the College.

2. Requests for such leaves must be made in writing not less than ninety (90) days prior to the date such leave might take effect.

3. Upon return to the College, after having completed such unpaid leave of absence, such faculty member shall be placed on his prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he would have been entitled had he been in regular service of the College, subject to the payments of contributions provided for hereafter, where necessary.

4. A full-time faculty member granted such leave may continue the benefits provided by the College at no cost to the College.

G. Voluntary Partial Leave

1. Faculty members who have completed two (2) or more years of full-time service may request reduction in work load for any or all of the following reasons:

a. graduate study

b. family responsibilities

c. preparation of material for publication

d. creative endeavor including Music and Art shows

e. health

2. Unless there is a reasonable basis for denial, such as adverse effect on the teaching capacity of a subject area, voluntary partial leaves will be approved by the President for one (1) or two (2) semesters.

3. No more than two (2%) percent or four (4), whichever is greater, of the faculty of the College shall be on such leave at any one time.

4. Requests for such leaves must be made in writing not less than sixty (60) days prior to the semester such leave might take effect.

5. Faculty on such status shall maintain a proportionate number of office hours and advisees, and shall contribute a proportionate amount of effort to general department and college work.

6. Voluntary partial leave shall not reduce the faculty member's load below one-half the normal load, nor shall it affect his status as a member of the bargaining unit, any other provisions of this Agreement notwithstanding.

7. Faculty members on such leaves shall continue to accrue all benefits and salary as if in regular full-time service except that such salaries, and College contributions to benefits, shall be reduced proportionately to the reduction in work load. Faculty members shall be permitted to pay the differential to continue full insurance and other benefits.

ARTICLE XIV. SALARY, RANK & PROMOTION

A. Rank, salary range, and minimum qualifications for 1973-74

	Rank	Salary Range	Minimum Qualifications
I.	Associate Instructor	7400 - 11,000	Bachelor's degree or equivalent. Competency in subject area.
II.	Instructor	8400 - 13,000	Bachelor's degree or equivalent plus two (2) years successful teaching experience, or Master's degree or equivalent.
III.	Assistant Professor	9400 - 15,000	Master's degree or equivalent. Minimum of four (4) years successful teaching experience.
IV.	Associate Professor	11,100 - 17,500	Master's degree plus a minimum of six (6) years successful collegiate teaching.
V.	Senior Associate Professor (effective 1974-75 academic year)	12,500 - 18,500	Master's degree plus a minimum of ten (10) years successful collegiate teaching.
VI.	Professor	13,600 - 20,000	Doctorate degree or equivalent. Ten (10) years successful collegiate teaching.

Initial placement of new appointees to the rank of Associate Instructor, Instructor, and Assistant Professor shall conform to the above minimum qualifications.

B. Promotions

1. Promotions to the rank of Instructor and Assistant Professor shall be automatic in the academic year following the attainment of the minimum qualifications listed in Table A.

2. Promotions to the rank of Associate Professor, Senior Associate Professor, and Professor shall be considered for the academic year following attainment of the minimum qualifications listed in Table A. Such promotions shall not be arbitrarily or capriciously denied. Grievances arising under this paragraph will follow the procedure providing for advisory arbitration in the grievance procedure.

C. The present policies and procedures relating to waivers and equivalencies shall remain in effect and shall continue to be applicable to both initial appointments and promotions.

D. 1. Present faculty members who would be eligible for promotion under the minimum requirements specified above and who did not receive those promotions for the 1973-74 academic year shall receive them if automatic; or otherwise shall be considered for them, and such promotions, if granted, will be effective for the full 1973-74 academic year.

2. Faculty members whose 1972-1973 contracts have been renewed for the academic year 1973-74, and who hold an earned Ph.D or Ed.D and faculty rank other than Professor, shall receive an additional salary increase of five hundred (500) dollars.

3. Faculty members who attain an earned Ph.D or Ed.D during service with BCCC shall receive an additional five hundred (500) dollars in the academic year following the granting of the degree, provided the faculty member has at least three (3) years service at BCCC.

4. Faculty members who are promoted to the rank of Assistant Professor shall receive an additional salary increase of two hundred and fifty (250) dollars.

5. Faculty members who are promoted to a rank above Assistant Professor shall receive an additional salary increase of five hundred (500) dollars.

E. 1. Faculty members whose 1972-1973 contracts have been renewed for the academic year 1973-1974 shall receive a salary increase of one thousand (1000) dollars.

2. Faculty members whose 1973-1974 contracts have been renewed for the academic year 1974-1975 shall receive a salary increase as follows:

Instructor	Asst. Prof.	Assoc. Prof.	Sr. Assoc. Prof.	Professor
$800	$900	$900	$1000	$1000

3. A faculty member at or beyond maximum salary in his rank shall not be denied the increases in salary specified herein.

4. Librarians employed on a twelve (12) month contract will be paid at 1.2 times their base salary. They shall be entitled to twenty-two (22) work days of vacation per year. Vacation schedule must be mutually agreed upon by the employee and the College. Conflicts between employees regarding vacation schedules shall be resolved on the basis of seniority.

5. Faculty members assigned as Area Coordinators shall be compensated for such duties at the rate of seven hundred (700) dollars per semester, with no course reduction. Area Coordinators reappointed may elect to continue their present compensation so long as they are assigned to such position; however, a new appointee shall not receive a course reduction.

6. Not later than January 1, 1974, a joint committee whose purpose is to investigate salary inequities and develop proposals to correct these will be established.

F. Overload and Summer School

Compensation for overload and summer school teaching shall be at the rate of two hundred, seventy-five (275) dollars per credit hour.

ARTICLE XV. COURSE PREPARATION

Effective with the spring semester of the 1973-1974 academic year, the faculty members involuntarily assigned an inappropriate number of course preparations shall receive additional compensation based on the following:

1. Multiply the course credits per semester by the number of different preparations at each credit level and add the resulting products.

2. A stipend for each unit in excess of nine (9) per semester shall be paid for each unit, subject to the following conditions:

a. If the faculty member is assigned a work load that is less than typical or normal for that department, he shall not be eligible for compensation under this article.

b. If a faculty member is teaching an overload, preparation for such shall not be included in the formula.

c. If a faculty member requests or voluntarily accepts an additional course preparation, that course shall not be included in determining the stipend.

d. In cases of team teaching or interdisciplinary instruction, twice the unit score for that course shall be divided by the number of faculty teaching the course.

3. The formula shall not be applicable to continuous enrollment or mini-courses.

4. Effective with the spring semester of the 1973-1974 academic year, the Board will establish a fund with a maximum of twenty-five hundred (2500) dollars per semester to be applied equitably to faculty members who are eligible for payment under the formula, with the provision that no faculty member will receive more than one hundred (100) dollars per unit for course preparations.

ARTICLE XVI. BENEFITS

All fringe benefits presently in effect will continue with the following changes and improvements:

A. Hospitalization and Major Medical

1. Effective no later than January 1, 1974, or as soon prior to that date as is practical, the Board will improve the present medical-hospitalization program, at no increase in cost to the employee.

2. Effective January 1, 1974, the College will assume fifty (50%) percent of the cost of dependent coverage; and such shall be increased to seventy-five (75%) percent, effective January 1, 1975.

3. In the event of the death of a faculty member, the College will assume the cost of his dependent coverage, if any, for a period of ninety (90) days following the death of faculty member.

B. Life Insurance

The College shall provide life insurance in an amount equal to the faculty member's base salary rounded to the nearest five hundred (500) dollars.

C. Long-Term Disability

The College will assume full payment of the costs of the present long-term disability insurance.

D. All of the above improvements and changes shall be at no additional cost to the faculty member.

ARTICLE XVII. SENIORITY, TRANSFERS & DISPLACEMENT

A. Seniority

1. Seniority shall be on a college-wide basis and shall mean an employee's length of full-time, regular service from the most recent date of employment. All leaves, except Child Care Leave, provided for in this Agreement shall not be considered a break in employment when determining seniority. In the event two (2) or more employees have the same seniority, length of employment at the College (1) as a previous full-time; (2) as rendering previous teaching service; and (3) other previous teaching experience, shall be used to resolve conflicts. In the event these are not conclusive or in the event there has been no such employment, the date of the employee's letter of appointment shall govern.

2. Those who hold non-bargaining unit positions within the College shall retain seniority earned through service in bargaining unit positions, but they shall not accrue additional seniority while out of the bargaining unit, provided however that Department Chairmen shall retain and accrue seniority while serving as such and existing Deans and Assistant Deans of the academic year 1973-1974 shall retain and accrue seniority while serving as such.

B. Transfers

1. In the event the Board determines that a vacancy and/or opening in the bargaining unit exists, the Board shall post and publish it in the Staff Bulletin and no such vacancy and/or opening shall be filled on a permanent basis for thirty (30) calendar days after such notification, so that all interested employees shall have had an opportunity to apply for such vacancy and/or opening.

2. In the event a department, program, discipline or course is transferred to a different department or administrative unit, thereby affecting the displacement of a member of the bargaining unit, the employee in that department, program, discipline or course(s) also shall be transferred.

C. Displacement

In the event of a reduction in the number of employees for any reason, the following shall apply:

1. An employee who cannot be employed by the exercise of seniority within his department or subject area shall, if he has the required seniority, have the right to be employed in any other position within his areas of qualification(s). Such employee shall be deemed qualified in an area if he meets the minimum hiring qualifications of the position.

2. If an employee exercises the above rights, the most junior employee in that employee's areas of qualification(s) will be displaced.

3. Displacement of another employee shall not occur if a full-time position can be made available by the elimination of part-time and overload assignments which the employee is qualified to teach.

4. An employee who has exercised his right of displacement shall be reinstated to his original department or subject area when a position for which he is qualified becomes available.

5. Any employee who is displaced and for whom no position exists shall be placed on a recall list and shall retain all prior accrued seniority, rights, and benefits obtained up to the date he was placed on the recall list, and all of these rights and his position on the recall list shall be retained for a period equal to his length of service with the College.

6. Recalls of qualified employees shall be based on seniority. Upon recall to full employment, an employee shall retain all seniority rights and benefits earned prior to lay-off or displacement and shall immediately begin to accrue additional seniority for all purposes.

7. Notification of recall shall be by certified letter. The faculty member shall have fifteen (15) calendar days to respond. If he does not accept the position offered, he shall be considered resigned. Return to employment may not be required prior to the beginning of the next academic year. It is the responsibility of the employee to keep the College informed of his current address. The College is free to fill a position, using any appropriate method, while awaiting the return of a recalled employee.

D. Notification of the elimination of the position of an employee shall be made no later than March 15.

E. Any employee transferring or exercising his right of displacement shall retain all accumulated seniority for all purposes and all previously earned rights and benefits.

F. The College shall provide the Federation with a list of all employees in the bargaining unit in the order of seniority, as defined above, by October 15.

ARTICLE XVIII. TOTALITY OF AGREEMENT

Except as otherwise specifically provided within this Agreement, the parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations leading to this Agreement and, therefore, agree that for the term of this Agreement or any extension thereof, negotiations will not be conducted on any item, whether contained herein or not, except by mutual agreement.

ARTICLE XIX. AGREEMENTS AGAINST STRIKES & LOCK-OUTS

During the term of this Agreement or any extension thereof, the Federation shall not, either directly or indirectly, countenance, support, suggest or participate in any strike, work-stoppage, or slow-down of any sort; nor shall there be any lock-out on the part of the Board.

ARTICLE XX. SEPARABILITY

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet for the purpose of negotiating a substitute provision.

ARTICLE XXI. TERM OF AGREEMENT

This Agreement shall remain in full force and effect to and including August 15, 1975, and shall automatically renew itself from year to year thereafter unless, no later than March 1, 1975, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon service of such notice, negotiations shall begin no later than March 8, 1975, so as to permit the parties to conform to the requirements of Article VIII of Act 195.

In witness whereof, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

BUCKS COUNTY COMMUNITY COLLEGE

S.C. Kelton

Ann H. Hadfield

BUCKS COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS, Local 2238, American Federation of Teachers, AFL-CIO.

Grace S. Walker

Roland C. Jones

STATEMENT ON PRACTICES AND POLICIES

In addition to those policy matters covered under Article XI.G, the Federation is to receive prior notice of contemplated changes in other policies and practices affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon.

The President of the Federation will also receive copies of the agenda and minutes of regular and special Board meetings.

COLLEGE POLICIES

These policies were adopted by the Board of Trustees at their August 24, 1972 meeting.

LABORATORY CLASS ENROLLMENT

Enrollment in laboratory classes is determined by the maximum of properly equipped student work stations. Enrollment by students in laboratory classes during the add-drop period shall be allowed up to the maximum as determined by the number of student work stations; enrollment beyond the maximum is only by permission of the teacher.

TEACHING SCHEDULE ASSIGNMENTS

A minimum of twelve (12) hours shall elapse between a faculty member's last regularly scheduled class or hours in a day and his first regularly scheduled class or hours on the following day unless otherwise requested by the faculty member. A teaching overload is exempt from this procedure. Also exempt are those cases resulting from the teacher's request to be assigned an evening different from the proposed schedule.

FACULTY ATTENDANCE AT CONVOCATION AND GRADUATION

Attendance at Convocation and Graduation is encouraged but voluntary. Faculty members not expecting to attend shall notify the appropriate department chairman not later than fourteen (14) calendar days before the event.

SERVICE ON COLLEGE COMMITTEES

Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Faculty members should normally limit their service on a specific committee to two consecutive academic years.

COURSE PREPARATION

Teachers should have no more than two different course preparations each semester unless requested by the teacher. Where the nature of course offerings and the number of available teachers prevent the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per teacher.

FACULTY CAMPUS HOURS

When faculty members are not scheduled for classes, office hours, college committees, or other required college meetings, they are not required to be on campus. College officials may call on faculty members in emergency situations.

FACULTY PARTICIPATION IN REGISTRATION

Teachers are not required to participate in the registration procedure for day classes. Academic advising is not part of the registration procedure and remains the advisor's responsibility.

ASSIGNMENT OF ADVISEES

The assignment of advisees to an academic advisor will be made so that a student's educational goals fall within the general area of an advisor's professional preparation. When a student's educational goals are unclear, the most appropriate assignment shall be made according to individual circumstances.

OVERLOAD ASSIGNMENTS

Teachers holding an appointment to the faculty will be given primary consideration in the assignment of overload and in summer session teaching appointments, provided teacher requests for consideration are received by the department chairman by established deadlines.

COURSE ASSIGNMENT FOR ADMINISTRATION

In cases where jurisdiction over course assignment is questioned, the several department faculties concerned shall, through their Department Chairman, consult with the appropriate Dean. If, as a result of such consultation, there is a failure to resolve the differences, the Dean shall assign the responsibility to the appropriate department.

PERIODIC REVIEW OF PROGRAMS AND COURSES

Department Chairmen, in cooperation with the teachers of the department, are responsible for the examination and review of all programs of study and courses for which the department is administratively responsible and this examination and review shall occur not less than once every two years. Such examination and review shall be made with a view toward improving, updating, or deleting programs of study or courses and avoiding proliferation.

COURSE DESIGN

Course design, instructional materials, including texts and course syllabi, shall be estab.ished by the teacher or teachers assigned to the course. The objectives shall be presented to the department for approval. In no case shall a teacher abrogate the approved course objectives.

TEXTBOOK ROYALTY

If a textbook or other instructional material, written by an employee holding an appointment to the faculty, is adopted for instructional use in his own class and must be purchased by students, thus yielding royalty to the author, he shall contribute such royalty to his selected student financial aid fund at Bucks County Community College.

COLLEGE POLICIES

These policies were adopted by the Board of Trustees at their August 27, 1972 meeting.

FACULTY RECRUITMENT AND SELECTION

Each department shall annually elect a committee or act as a committee of the whole whose function, together with the Department Chairman, shall be the screening of applicants for positions within that department. The committee, together with the Department Chairman, shall recommend candidate(s) meeting the conditions of appointment for each position available to the appropriate Dean and the President of the College, who will make his appointment from among the candidate(s) recommended. If the filling of a vacancy is urgent, and the Department Committee and/or the Department Chairman, in that order, are not available, then the President shall make the appointment.

DEPARTMENTAL PARTICIPATION IN BUDGET-MAKING

Individual departments, together with the Department Chairman, shall participate in the departmental budget-making process.

DEPARTMENTAL EVALUATION CRITERIA

College-wide criteria for the evaluation of departmental members may be supplemented by each department. Each department, together with the Department Chairman, shall participate in establishing these supplemental criteria.

GUIDELINES FOR SCHEDULING

Individual departments, with the Department Chairman, shall work together with the appropriate Dean in the determination of the guidelines for scheduling the course assignments for members of the department. This shall be done, within reason, so as to permit the members to engage in scholarly professional and/or other creative pursuits in their fields, and to permit the handling of unusual personal circumstances.

COLLEGE POLICIES

These policies were adopted by the Board of Trustees at their September 19, 1973 meeting.

PERIODIC REVIEW OF PROGRAMS, COURSES AND ENROLLMENT PATTERNS

Department Chairmen, in cooperation with the teachers of the department, are responsible for the examination and review of all programs of study, courses, and enrollment patterns for which the department is administratively responsible. This examination and review shall occur not less than once every two years.

DEPARTMENTAL PARTICIPATION

Each department shall elect a committee or act as a committee of the whole whose function shall be to meet with the appropriate Dean to consider all eligible candidates for the Department Chairman position. Together they will agree upon candidate(s) to recommend to the President of the College for approval as Department Chairman. The President of the College and the Faculty will appoint a Department Chairman from the recommendations of the appropriate Dean and the committee for a period of two (2) years.

Such appointment shall be made by April 1. In the event that the President should prefer not to approve any of the candidates, which shall be for reasons based on fact, the selection process will begin again. Thereafter, appointments to Department Chairman positions will be accomplished by May 1. Appointments to Department Chairman positions that have not been accomplished by the time specified may be filled by the President of the College with a one (1) year appointment.

OFFICE HOURS FOR FACULTY

Each faculty member shall schedule five (5) hours per week as office hours. Such hours shall be utilized primarily for consultation with students.

The schedule of hours shall be posted on the door of the office at the beginning of each semester, with a copy to the Department Chairman. The schedule may be changed by the faculty member provided he so notifies the Department Chairman of such changes.

GUIDANCE COUNSELORS AND LIBRARIANS

Faculty members who are employed as Librarians and Guidance Counselors, although not members of an academic department, shall have the same rights and privileges of academic department faculty members, except involvement in selection of the Director.

EVALUATION

The teaching performance of faculty members shall be subject to evaluation using procedures developed by an ad hoc committee and approved by the President of the College and Faculty, provided these are completed by November 1, 1973.

PROPOSALS ON PROGRAMS OF STUDY AND COURSES

Proposals for addition, deletion, or change to programs of study or courses shall pursue the objectives of the College and may come from the professional staff, students, or the community the College serves. Each proposal must be in writing. The initiating or originating of course design, content, additions, deletions, or other changes within courses is the primary responsibility of the professional staff of the College.

The proposal shall be placed on the agenda of the next scheduled department meeting to begin a thorough review and evaluation. The department recommends the proposal to the appropriate committee, rejects it, or returns it to the proposer for more information or further consideration.